

A. G. Contract No. KR92-1561-TRN
ECS File: JPA-92-72
TRACS No.: H 2222 03C
Project No.: RAM 600-1-528
Section: Price Freeway
(Galveston -Frye)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 4 June, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CHANDLER, acting by and through its City Council (the
"City").

I. RECITALS

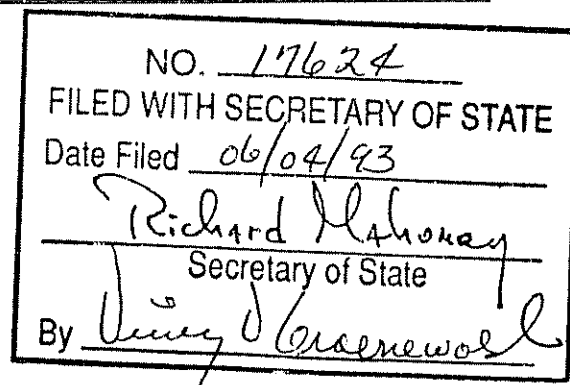
1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Article 1, Section 1.03 to
enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. Incident to the State's construction of the Price
Freeway (101L), the City requests and the State agrees, to
design and construct additional improvements on Frye Road, at
the City's expense, herein referred to as "the Project".

4. The City also requests certain improvements to
existing and new waterline facilities along Price Freeway, at
the City's expense, as part of the above Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Design the additional improvements for the Project as part of its proposed construction.

b. Call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. Be responsible for claims for extra compensation due to delays or whatever reason, attributable to the State.

c. Upon execution of this agreement, invoice the City \$9,217.00 for the design of the Project.

d. Prior to the award of a construction contract, invoice the City for the costs of the construction of the Project, estimated at \$256,070.00. The cost estimates are attached as Exhibits "A" and "B". Upon completion of the Project, invoice or reimburse the City the balance of the actual costs for the Project.

2. The City will:

a. Be responsible for the design costs for the additional Frye Road improvements for the Project. Upon execution of this agreement and receipt of an invoice, remit to the State \$9,217.00.

b. Be responsible for the actual construction costs for the Project. Prior to the award of a construction contract, remit to the State the estimated construction cost of the Project in the amount of \$256,070.00

c. Be responsible for any claims for extra compensation due to delays or whatever reason, attributable to the City.

d. Upon completion, assume full responsibility for maintenance of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

City of Chandler
Asst. Public Works Director
200 E. Commonwealth
Chandler, AZ 85225

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER

STATE OF ARIZONA

Department of Transportation

By

Cooy Payne
COY PAYNE
Mayor

By

Robert P. Mickelson
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By

Carolyn Dunn 5/12/93
CAROLYN DUNN, City Clerk
6/10/92

4889
15APR93

Resolution No. 2071

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 2071 was duly passed and adopted by the City Council of the City of Chandler, Arizona at a regular meeting held on the 8th day of October 1992.


City Clerk

(Signature)

RESOLUTION

BE IT RESOLVED on this 30th day of June 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for the design, construction and maintenance of additional improvements on Frye Road in conjunction with the construction of the Price Freeway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER, and declare this agreement to be in proper form and within the powers and authority granted to the City of Peoria under the laws of the State of Arizona.

DATED this 5th day of May, 1993.

Dennis M. O'Neill

City Attorney

RESOLUTION NO. 2071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH STATE OF ARIZONA FOR ADDITIONAL IMPROVEMENTS TO FRYE ROAD IN CONNECTION WITH THE CONSTRUCTION OF PRICE EXPRESSWAY

WHEREAS, the City of Chandler, hereinafter called CITY, desires to install additional improvements to Frye Road and also desires certain improvements to existing and new waterline facilities in connection with the construction of Price Expressway.

WHEREAS, the State of Arizona, hereinafter called STATE, has agreed in principle to incorporate such work with construction of Price Expressway.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That certain "INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF CHANDLER" relating to State Project No. RAM 600-1-528 for Price Expressway Section Galveston-Frye is hereby approved; and
2. The Mayor is hereby authorized to execute said Agreement.

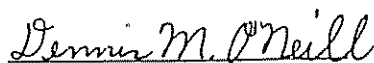
PASSED AND ADOPTED by the City of Chandler, Arizona, this 8th day of October, 1992.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1561-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of June, 1993.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

ESTIMATED COST BREAKOUT
FOR 36" WATERMAIN
12/31/92

TOTAL 36" WATERMAIN COST

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8080263	Valve (Automatic Air Release, 36")	Each	1	\$ 2,000.00	\$ 2,000.00
8081008	Water Main (30" Concrete Cylinder Pressure Pipe)	L.FT	20	\$ 60.00	\$ 1,200.00
8081009	Water Main (36" Concrete Cylinder Pressure Pipe)	L.FT	1158	\$ 72.00	\$ 83,376.00
8084036	Butterfly Valve (36") (and vault for watermain)	Each	3	\$ 8,500.00	\$ 25,500.00
8090704	Casing (54" Steel)	L.FT	378	\$ 80.00	\$ 30,240.00
9080245	Concrete	Cu.Yd.	61	\$ 115.00	\$ 7,015.00
TOTAL ESTIMATED COST					= \$149,331.00

CITY OF CHANDLER WATERMAIN COST OF 36" WATERMAIN

8080263	Valve (Automatic Air Release, 36")	Each	1	\$ 2,000.00	\$ 2,000.00
8081009	Watermain (36" Concrete Cylinder Pressure Pipe)	L.FT	510	\$ 72.00	\$ 36,720.00
8081009	Watermain (36" Concrete Cylinder Pressure Pipe) (City pays cost of oversize 12" to 36")	L.FT	388	\$ 32.00	\$ 12,416.00
8084036	Butterfly valve (36") (and vault for watermain)	Each	1	\$ 7,700.00	\$ 7,700.00
8084036	Butterfly valve (36") (and vault for watermain) (City pays cost of oversize 12" to 36")	Each	1	\$ 8,500.00	\$ 8,500.00
8090704	Casing (54" Steel)	L.FT	118	\$ 80.00	\$ 9,440.00
CITY OF CHANDLER ESTIMATED COST					= \$ 76,776.00

ADOT COST OF 36" WATERMAIN

8081008	Watermain (30" concrete cylinder pressure pipe)	L.FT	20	\$ 60.00	\$ 1,200.00
8081009	Watermain (36" concrete cylinder pressure pipe)	L.FT	260	\$ 72.00	\$ 18,720.00
8081009	Watermain (ADOT pays cost of 12" watermain)	L.FT	388	\$ 40.00	\$ 15,520.00

EXHIBIT "A"
Pg 2

8084036	Butterfly valve (36") (and vault for watermain)	Each	1	\$ 8,500.00	\$ 8,500.00
8084036	Butterfly valve (36") (and vault for watermain) (ADOT pays cost of 12" watervalue)	Each	1	\$ 800.00	\$ 800.00
8090704	Casing (54" Steel)	L.FT	260	\$ 80.00	\$ 20,800.00
9080245	Concrete (Class S for 30" watermain thrust block)	Cu.Yd.	61	\$ 115.00	<u>\$ 7,015.00</u>
ADOT ESTIMATED COST					= \$ 72,555.00

Project No. RAM-600-1-528

HDR Engineering, Inc.

12-Apr-93

Bidding Schedule
Frye Road East Extension

Sheet 1 of 1

Price, Galveston Street to Frye Road

Date: 12-Apr-93

Ultimate

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	2020014 Removal of Asphaltic Concrete	S.Y.	5.893	\$2.00	\$11,386.00
2	2030301 Roadway Excavation	C.Y.	2.633	\$2.00	\$5,266.00
3	4080003 Asphaltic Concrete Pavement (Permanent)	S.Y.	8.182	\$8.50	\$69,537.00
4	5010000 Drainage Facilities	L. Sum	1	\$54,800.00	\$54,800.00
5	7010001 Maintenance and Protection of Traffic	L. Sum	1	\$5,000.00	\$5,000.00
6	7041501 Pavement Markings	L. Sum	1	\$3,500.00	\$3,500.00
7	7320713 Utility Relocation	L. Sum	1	\$0.00	\$0.00
8	9080086 Concrete Curb & Gutter (C-05.10) (Type D or D-3)	L.F.	1,754	\$4.50	\$7,893.00
9	9080242 Concrete Sidewalk (8") (C-05.20)	S.F.	839	\$1.50	\$1,258.50
10	9080298 Concrete Sidewalk Ramp	Each	5	\$250.00	\$1,250.00
11	9240101 Miscellaneous Work	L. Sum	1	\$0.00	\$0.00
12	9250002 Construction Surveying and Layout	L. Sum	1	\$3,000.00	\$3,000.00
Sub-Total 1					\$145,530.50
Other Items (10% of Subtotal)					\$14,553.05
Sub-Total 2					\$160,083.55
Engineering & Contingency (12% of Sub-Total 2)					\$19,210.03
Estimated Construction Total					\$179,293.58
					\$0.00
					\$179,293.58